

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT
Southern District of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (SCC)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of the claim referenced in this evidence and notice.

Citigroup Financial Products Inc.
Name of Transferee

Citigroup Global Markets Limited
Name of Transferor

Name and Address where notices to transferee should be sent:

Court Claim # (if known): 62783
Claim Amount Filed: \$ 2,084,741,055

Kenneth Keeley
390 Greenwich Street, 4th Floor
New York, NY 10013
Kenneth.keeley@citi.com

Amount transferred: see attached
Date Claim Filed: 11/2/09
Debtor against claim filed: Lehman Brothers Holdings Inc.

Phone: _____
Last Four Digits of Acct #: _____

Phone: _____
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: _____
Transferee/Transferee's Agent

Date: January 5, 2015

Michael Eliason
Authorized Signatory

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIMS
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Citigroup Global Markets Limited** (the “Seller”) hereby unconditionally and irrevocably sells, transfers and assigns to **Citigroup Financial Products Inc.** (the “Purchaser”), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent specified in Schedule 1 attached hereto (the “Purchased Claims”), in Seller’s right, title and interest in and to Proof of Claim Numbers **62783 and 62786** filed by Seller’s predecessor-in-interest (the “Proofs of Claim”) against Lehman Brothers Holdings, Inc., formerly debtor in proceedings for reorganization (the “Proceedings”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”), administered under Case No. 08-13555 (SCC) (the “Debtor”), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed on or after December 9, 2014 with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, “claims” as defined in Section 101(5) of Title 11 of the United States Code (the “Bankruptcy Code”)), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claims, (iii) any rights and benefits in connection with any exhibit, attachment and/or supporting documentation to the Proofs of Claim to the extent related to the Purchased Claims, and (iv) any and all of Seller’s right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claims, but only to the extent related to the Purchased Claims, and (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the “Transferred Claims”) and (d) the security or securities (any such security, a “Purchased Security”) relating to the Purchased Claims and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court’s order setting the deadline for filing proofs of claim in respect of “Lehman Program Securities”; (b) the Proofs of Claim relate to one or more securities expressly identified on the list designated “Lehman Programs Securities” available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim include the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors in the same class; (g) to the extent received from Seller’s predecessor-in-interest, Seller has delivered to Purchaser true and correct copies of the Notice of Proposed Allowed Claim Amount (as defined in the Court’s Order, dated August 10, 2011, Approving Procedures for Determining the Allowed Amount of Claims Filed Based on Structured Securities Issued or Guaranteed by Lehman Brothers Holdings Inc.) dated October 28, 2011 and March 20, 2013, relating to the Purchased Claims, and as of the date hereof, Seller has not received any subsequent Notices of Proposed Claim Amount in respect of the Purchased Claims; (h) as of the date of this Agreement, the Seller has not received notice of any full redemption, and has not received any payment in relation to any full redemption in respect of the Purchased Securities; (i) on or about April 17, 2012, October 1, 2012, April 4, 2013, October 3, 2013, April 3, 2014 and October 2, 2014, Seller’s predecessor-in-interest received distributions from Lehman Brothers Holdings, Inc. in respect of the particular Purchased Claim(s) as reflected in the distribution notice for each distribution date; and (j) on or about May 8, 2013, October 24, 2013, April 28, 2014, and October 28, 2014, Seller’s predecessor-in-interest received distributions from Lehman Brothers Treasury Co. B.V. in respect of the Purchased Securities. For the avoidance of doubt, and without diminishing the representations of Seller explicitly set forth herein, Seller does not represent or warrant to Purchaser the amount in which the Proofs of Claim to the extent of the securities listed in Schedule 1 has been allowed by the Debtor or the amount of any given distribution to be made by the Debtor in connection with those securities.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Partial Transfer of Claims. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties and covenants shall survive the execution, delivery and performance of this Agreement and Evidence of Partial Transfer of Claims and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller.

5. Seller shall promptly remit any payments, distributions or proceeds received by Seller after the date of this Agreement and Evidence of Partial Transfer of Claims in respect of the Transferred Claims to Purchaser. The timing of the remittance of any such payments is subject to not only the receipt by Seller of any such funds, but also the receipt from Debtor's claims agent of the appropriate corresponding remittance letter. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser the Purchased Security relating to the Transferred Claims and specified in Schedule 1 attached hereto. This Agreement and Evidence of Partial Transfer of Claims supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Securities.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Partial Transfer of Claims.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Any action arising under or relating to this Agreement and Evidence of Partial Transfer of Claims shall be brought in the Supreme Court of the State of New York, County of New York, or the United States District Court for the Southern District of New York, located in the City and State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[continued on next page]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIMS is executed this 5th day of January 2015.

Citigroup Financial Products Inc.

By: 

Name:

Title:

Michael Eliason
Authorized Signatory

Kenneth Keeley
390 Greenwich Street, 4th Floor
New York, NY 10013
Kenneth.keeley@citi.com

Citigroup Global Markets Limited

By: _____

Name:

Title:

Kenneth Keeley
390 Greenwich Street, 4th Floor
New York, NY 10013
Kenneth.keeley@citi.com

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIMS is executed this 5th day of January 2015.

Citigroup Financial Products Inc.

By: _____
Name: _____
Title: _____

Kenneth Keeley
390 Greenwich Street, 4th Floor
New York, NY 10013
Kenneth.keeley@citi.com

Citigroup Global Markets Limited

By: Dan Taylor
Name: _____
Title: _____

Kenneth Keeley
390 Greenwich Street, 4th Floor
New York, NY 10013
Kenneth.keeley@citi.com

Schedule 1

Transferred Claims

Purchased Claims

The notional amount of the claims that are referenced in the Proofs of Claim and relating to the securities described below.

Lehman Programs Securities to which Transfer Relates

ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount of Purchased Security	Allowed Amount	Proof of Claim
XS0287032790	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	EUR 1,886,000.00	USD 2,676,433.48	62786
XS0268043709	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	EUR 6,000.00	USD 8,514.63	62786

ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount of Purchased Security	Allowed Amount	Proof of Claim
XS0327465356	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	AUD 7,000,000.00	USD 2,236,851.18	62783
XS0331044999	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	AUD 7,000,000.00	USD 3,232,586.93	62783
XS0335344932	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	AUD 7,000,000.00	USD 2,664,924.34	62783
XS0340647840	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	AUD 7,000,000.00	USD 3,051,876.11	62783
XS0340649200	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	AUD 7,000,000.00	USD 2,699,938.91	62783
XS0341168069	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	AUD 7,000,000.00	USD 2,645,314.65	62783
XS0271188285	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	AUD 7,000,000.00	USD 1,878,922.14	62783
XS0262585374	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	AUD 5,000,000.00	USD 1,862,971.18	62783
XS0350116926	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	AUD 7,000,000.00	USD 3,287,003.91	62783
XS0351859094	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	AUD 7,000,000.00	USD 2,593,214.94	62783
XS0366125929	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	AUD 7,000,000.00	USD 4,451,574.54	62783
XS0342945002	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	USD 18,000,000.00	USD 13,175,902.44	62783
XS0367279774	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	USD 10,000,000.00	USD 3,358,422.84	62783
XS0367282059	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	USD 10,000,000.00	USD 3,509,909.72	62783
XS0367279931	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	USD 10,000,000.00	USD 3,442,094.74	62783

XS0367280277	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	USD 10,000,000.00	USD 8,995,745.41	62783
XS0256738757	Lehman Brothers Treasury Company BV	Lehman Brothers Holdings, Inc	USD 10,000,000.00	USD 6,229,070.77	62783